

DRAFT - CONFIDENTIAL
10/16/08

CONTRIBUTOR AGREEMENT

1. Steven Greer, M.D. ("Contributor") hereby grants to Fox News Network, LLC, its parent, successors, licensees and assigns, (collectively "Fox"), the irrevocable and exclusive **cable TV** right (but not the obligation) to record, exhibit and otherwise use Contributor's name, likeness, photograph and voice (hereinafter referred to as the "Appearances") throughout the Term hereof as referenced below, in connection with opinions/analyses/commentary concerning news events and related subject matters to be telecast on programming and in advertisements and promotions for said programming on the Fox News Channel, the Fox Business Network, the Fox Broadcast Network, and/or on any other programming produced in whole or in part by Fox or by any of its affiliated companies (collectively the "Programs").

1.1. For the avoidance of all doubt, this is an exclusive agreement vis-à-vis all other **cable** television networks and programming (the "Agreement"). Accordingly Contributor shall not appear on any other television networks and programs, including, without limitation CNN, MSNBC and CNBC. **This agreement is not exclusive to broadcast television such as ABC, CBS, NBC or internet delivered video such as Reuters, Bloomberg, etc.**

2. The Appearances will be scheduled at mutually agreed upon times and will originate from Fox's studios in Washington D.C. or New York City or from such other locations as mutually agreed upon by the parties. **Contributor Greer will be introduced on-air referencing The healthcare Channel is some way**

3. The term ("Term") of this Agreement shall commence as of October __, 2008 and shall continue for one year through and including October __, 2009.

4. Other than during the period commencing thirty (30) days immediately prior to the expiration of the Term, at no time during the Term shall Contributor in any manner, directly or indirectly, solicit or entertain an offer or enter into any negotiation or agreement with any other person or party regarding Contributor's **cable** television services following the Term hereof. Contributor acknowledges and agrees that any offer received by Contributor as a result of negotiations permitted by the foregoing sentence shall be subject to Fox's first refusal rights as set forth in the next sentence. Contributor hereby grants to Fox for thirty (30) days following the end of the Term of this Agreement a right of first refusal for Contributor's television services following the end of the Term. Accordingly Contributor shall not enter into a subsequent television deal for 30 days following the end of the Term, unless Contributor has first given Fox written notice of the terms and conditions of the offer acceptable to Contributor, signed by the offeror, and an opportunity for 5 business days to match the terms and conditions of such subsequent offer.

5. Contributor agrees that Fox is and shall be the sole and exclusive owner of the Programs, including, without limitation, all rights (including copyrights) and components contained

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therein, for all purposes and uses whatsoever, throughout the universe in perpetuity. Fox shall also have the unrestricted right to edit the content and text of the Programs in any manner or form.

6. In full consideration for Contributor's Appearances and the rights granted hereunder, Fox agrees to pay and Contributor agrees to accept the guaranteed annual fee in the amount of ~~\$100,000~~ **\$140,000**, to be paid in equal weekly installments of ~~\$1,923.08~~ **\$2,692** less ~~deductions as required by law~~ **as a consulting fee with no taxes taken out**. This amount represents unlimited Appearances during the Term referenced above.

7. Contributor hereby releases Fox from and against any and all claims or actions of any nature arising by reason of the Appearances or statements made by Contributor on or in connection with the Appearances, or Fox's exercise of any or all rights herein granted.

8. Fox shall indemnify and hold Contributor harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the use of any materials furnished by Fox in connection with Contributor's Appearances, any editing of the Programs done by Fox, any materials furnished by Contributor and approved by Fox, or the cablecast/broadcast of any Programs.

9. Contributor represents and warrants that he is 18 years of age or older and has the full right, power and authority to enter into this Agreement and grant the rights herein provided, and that this Agreement does not conflict or interfere in any way with any other agreement to which Contributor may be a party, whether written or oral.

10. Under no circumstances and at no time, either during or after the Term, shall Contributor directly or indirectly, disclose, divulge, render or offer any knowledge or information to any other person or party whatsoever concerning matters relating to any terms or conditions of this agreement except to Contributor's financial, legal, and business advisors, or as otherwise required by law.

11. Neither Contributor nor any of his agent(s), representative(s) or designee(s) shall issue any statements or grant any interviews concerning Contributor's services hereunder without Fox's prior approval in each instance.

12. This represents the entire understanding between the parties and cannot be changed or terminated orally. In signing this Agreement Contributor has not relied on any representations or other statements which are not contained in this Agreement. This Agreement shall be governed by the laws of the State of New York. This Agreement may be signed in counterparts and signed facsimile copies shall be considered legally binding.

[Signature Page Follows]

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CONTRIBUTOR

Date: _____

Name: Steven Greer, M.D.

Address:

Phone:

Social Security No.:

FOX NEWS NETWORK, LLC ("FOX")

Date: _____

By:

Title: